ALTERNATIVE INTERMEDIATE SERVICES/MENTAL RETARDATION MANUAL

SECTION V - ENROLLMENT OF THE CLIENT

In order to request a hearing, the client or his legal representative shall submit a request in writing to the Department for Social Insurance office in the county of residence of the legal representative.

E. Application Appeal Procedures

If the application for AIS/MR services is denied by the Department for Medicaid Services, Division of Program Services staff, the client or legal representative shall receive written notification of the denial. Should the client or legal representative disagree with the denial of the application, the client has a right to a hearing with the Department for Social Insurance.

The client or his legal representative has up to forty (40) days from the date the denial notice is mailed to request a hearing. For the client currently in Medicaid payment status, if the hearing is requested within ten (10) days of the date of this notice, Medicaid benefits shall not be terminated before the hearing is held. The right to a hearing exists even if the client terminates services prior to requesting a hearing.

In order to request a hearing, the client or his legal representative shall submit a request in writing to the Department for Social Insurance office in the county of residence of the legal representative.

- (1) The hearing is a formal proceeding meeting all due process standards.
- (2) The client has the right to represent himself and retain legal counsel or other spokesperson during a hearing.
- (3) The hearing is evidentiary, that is, the hearing decision is based solely on evidence presented at the hearing.
- (4) The client or his legal representative may examine any documents to be used at the hearing both before and during the hearing.
- (5) Adverse witnesses may be confronted and cross examined.

ALTERNATIVE INTERMEDIATE SERVICES/MENTAL RETARDATION MANUAL

SECTION V - ENROLLMENT OF THE CLIENT

F. Criteria for Involuntary Termination and loss of AIS/MR Placement

An AIS/MR client shall be terminated from placement status and subsequently lose his placement in the following circumstances:

- 1) Clients or legal representative's failure to access required services, as specified in the client's Individual Habilitation Plan (IHP) and referenced on page 4.3, C. of this manual, for a period greater than ninety (90) consecutive days except for good cause shown;
- 2) Client's death;
- 3) Client's change of residence outside the Commonwealth of Kentucky;
- 4) Client elects to leave the program voluntarily as expressed by written notice of intent to discontinue given to the service provider and the DMS; provided however, that no action to terminate shall be taken until thirty (30) calendar days from the date of such notice has passed, within which time the client may reconsider and revoke his notice.

G. Termination Procedures

Based on the criteria stated above, and in accordance with 907 KAR 1:560, the client or his legal representative and the case management provider shall receive simultaneous notice of involuntary termination or intention to reallocate his placement at least ten (10) days prior to the effective date of the action.

Terminations initiated by the case management provider shall be submitted to the DMS at least twenty (20) days prior to the effective date of the termination. Subsequently, notice shall be issued by the DMS. The notice shall include a statement of the action being taken, the basis for the intended action, the authority by which the action is taken, and the client's right to appeal the determination within thirty (30) days of the notice of the action.

ALTERNATIVE INTERMEDIATE SERVICES/MENTAL RETARDATION MANUAL

SECTION V - ENROLLMENT OF THE CLIENT

For the client currently in payment status, if the hearing is requested within ten (10) days of the date of the notice, Medicaid benefits shall continue through the end of the month of the hearing officer's decision.

Continued or reinstated benefits are considered overpayments if the agency decision is upheld. The right to a hearing exists, even if the client terminates services prior to requesting a hearing. See 907 KAR 1:560 for additional information on client rights.

ALTERNATIVE INTERMEDIATE SERVICES/MENTAL RETARDATION MANUAL

SECTION VI - REIMBURSEMENT & BILLING INFORMATION

Reimbursement

A. Payment

To establish an initial reimbursement rate for AIS/MR services the provider shall submit a budgeted cost report. After the initial period, all providers shall submit actual costs for cost reporting.

Questions regarding the cost report shall be directed to the Division of Reimbursement at (502) 564-8196.

B. Billing Information

Billing information can be found in the AIS/MR Billing Instructions Packet. This packet explains how to complete a claim form, how to read remittance statements, how to contact the fiscal agent, information about third party coverage and recipient eligibility. Contact the fiscal agent for a copy of the Billing Instructions. See the Appendix for addresses and telephone numbers.

MAP-344 (Rev. 8/93)

KENTUCKY MEDICAID PROGRAM

Provider Information

(Name)		(County)
(Physical Locat	ion Address: Street,	Route)
(City)	(State)	(Zip Code)
(Office Phone # of Provider)	(Billing Office	Phone # and Contact Person)
(Pay to Address, if	Different From Physic	cal Location)
(City)	(State)	
(Federal Employee I.D. #)	8	(Social Security #)
(License #)	(Medicare #)	11. (UPIN #)
(Licensing Board)		(Original License Date)
(CLIA #)	15	(Attached) Type of Certificate)
Physician/Professional Specialt	cy Certification Boar	d:
lst		Date
2nd		
Attach Copy of Board Certificat		
Federal DEA # and Date Assigned	d:	

18.	Practice Organization/Structure:(1) Corporation
10.	(2) Partnership (3) Individual (5) Public Service Corporation (6) Estate/Trust (7) Government/Non-Profit
19.	If Corporation, list name and address of officers:
	(Corporate Office Address) (Telephone #)
·	(City) (State) (Zip Code)
-20.	If partnership, list name and address of partners:
21.	If sole proprietor, give name, address, and phone number of owner:
22.	Control of Medical Facility:
	Federal State County City Charitable or Religious Proprietary (Privately-Owned) Other

	President/Chairman	
	Member:	
	Member:	
24.	Distribution of beds in facility: Acute Care Psychiatric Swing Nursing MR/DD	
25.	Fiscal Year End:	
26.	Administrator:	Phone #
27.	Assistant Administrator:	Phone #
28.	Controller:	Phone #
29.	Accountant or CPA:	Phone #
	Management Firm:	
31.	Lessor:	
32.	Has this application been completed as the result of a cha a change of tax ID number for a previously enrolled Kentuc	nge of ownership or ky Medicaid provider?
	Yes No	
	If yes give previous Kentucky Medicaid provider #:	
33.	Provider Authorized Signature: I certify, under penalty of formation given in this Information Sheet is correct and of my knowledge. I am aware that, should investigation at falsification, I will be considered for suspension from the prosecution for Medicaid Fraud. I hereby authorize the Caresources to make all necessary verifications concerning practice, and further authorize and request each education medical/license board or organization to provide all information.	any time show any ne Program and/or abinet for Human ne and my medical nal institute, constitute by
	medical/license board or organization to provide all into sought in connection with my application for participation Medicaid Program.	in the kentucky
	sought in connection with my application 200 1	•

Return all enrollment forms, changes, and inquiries to:

Medicaid-Provider Enrollment CHR Building, Third Floor East 275 East Main Street Frankfort, KY 40621

INTER-OFFICE USE ONLY License Number Verified t	hrough(Enter Code)
Comments:	
Date: S	Staff:

_		
Provider Numi	er:	
(If Known)		

COMMONWEALTH OF KENTUCKY CABINET FOR HUMAN RESOURCES DEPARTMENT FOR MEDICAID SERVICES PROVIDER AGREEMENT

THIS PROVIDER AG	REEMENT, made and entered into as of the day of
, 19	_, by and between the Commonwealth of Kentucky, Cabinet
for Human Resources.	Department for Medicaid Services, hereinafter referred to
as the Cabinet, and	
•	(Name of Provider)
	(Address of Provider)
hereinafter referred	to as the Provider.
	WITNESSETH, THAT:
in the exercise of it Kentucky Medical Assis	inet for Human Resources, Department for Medicaid Services, s lawful duties in relation to the administration of the stance Program (Title XIX) is required by applicable federal and policies to enter into Provider Agreements; and
Whereas, the abo Medical Assistance Pr	ve named Provider desires to participate in the Kentucky ogram as a
T	Type of Provider and/or level of care)
Now, therefore, the parties hereto as	it is hereby and herewith mutually agreed by and between follows:
1. The Provide	r:
laws and regulations,	omply with and abide by all applicable federal and state and with the Kentucky Medical Assistance Program policies ing Title XIX Providers and recipients.
(2) Certifies the sum of the sum	hat he (it) is licensed as a the laws of Kentucky for the level or type of care to applies.
CFR Parts 80, 84, and payment to Providers	omply with the civil rights requirements set forth in 45 90. (The Cabinet for Human Resources shall make no of service who discriminate on the basis of race, color, handican, religion, or age in the provision of services.)

CERTIFICATION ON LOBBYING CABINET FOR HUMAN RESOURCES DEPARTMENT FOR MEDICAID SERVICES

The undersigned Second Party certifies, to the best of his or her knowledge and belief, that for the preceding contract period, if any, and for this current contract period:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE:	ATURE:
NAME:	
ritle:	Æ:
DATE:	

(KY Medicaid Provider #)

MAP-343B (8/93)

KENTUCKY MEDICAID PROGRAM

Disclosure of Ownership and Control Interest Statement

(Completion of this form is a mandatory participation requirement pursuant to 42 CFR 455.104.)

	⊥•	(Provider Name) (KY Medicald Provider #/
	2.	(Physical Location Address: Street, Route)
:	3.	
		(City) (State) (Zip Code)
	4.	List the name and address of each person or organization having direct or indirect ownership or control interest in the disclosing entity as defined by 42 CFR 455.
	-	101.
-	5.	List the name and address of each person with an ownership or control interest, as defined by 42 CFR 455.101, in any subcontractor in which the disclosing entity has direct or indirect ownership of 5 percent or more.
	6.	Are any of the individuals in items 4 and/or 5 related to one another as spouse, parent, child, or sibling (including step and adoptive relationships)? YESNO
		·

(Title)

If answer to #6	is yes, complete th	ne followin	g information.	
Names			Relationship	
	-			
List the name o	of any other disclos	ing entity	in which perso	on(s) listed in #
an ownership or	control interest a	s defined b	y 42 CFR 455.1	LOI.
List the name o	of any individual or	organizati	on identified	in item #4 who h
been convicted	of any individual or of a criminal offender der Title XVIII (Med es Block Grants) of	se related icare), Tit	le XIX (Medica	THEIR AND COMPANY PROPERTY
been convicted	of a criminal offen: Her Title XVIII (Med	se related icare), Tit	le XIX (Medica	THEIR AND COMPANY PROPERTY
been convicted established und (Social Service	of a criminal offen: Her Title XVIII (Med	se related icare), Tit the Social ging employse related	le XIX (Medica Security Act.	closing entity whement in any prop
been convicted established und (Social Service	of a criminal offender Title XVIII (Medies Block Grants) of the set of any agent or manal offender a criminal offender.	se related icare), Tit the Social ging employse related	le XIX (Medica Security Act.	closing entity whement in any prop
been convicted established und (Social Service	of a criminal offender Title XVIII (Medies Block Grants) of the set of any agent or manal offender a criminal offender.	se related icare), Tit the Social ging employse related	le XIX (Medica Security Act.	closing entity whement in any prop

(Typed Name of Authorized Representative)

Agreement Between the Kentucky Medicaid Program and Electronic Media Billing Agency

	ment regards the submission rogram (KMP).	of claims via electronic media to the Kentucky
The		has
The	(Name of Bill	ing Agency)
entered in	to a contract with	
	to submit claims v	(Name of Provider)
(Provider	Number)	(Name of Provider) via electronic media for services provided to
	ents. The billing agency a	agrees:
1.	To safeguard information federal laws and regulati	about Program recipients as required by state and lons;
2.	for a period of at least	ss to a record of all claims submitted for payment five (5) years, and to provide this information agents of the KMP upon request;
3.	submission of an electron that any person who, with be made or assists in the tation or omission of a m	ion as directed by the provider, understanding the nic media claim is a claim for Medicaid payment and intent to defraud or deceive, makes, or causes to preparation of any false statement, misrepresentaterial fact in any claim or application for any mount, knowing the same to be false, is subject to actions under applicable state and federal statutes.
4.	To maintain on file an au all billings submitted to	thorized signature from the provider, authorizing the KMP or its agents.
The Depart	ment for Medicaid Services	agrees:
1.	To assign a code to the l	billing agency to enable the media to be processed;
2	To reimburse the provider	r in accordance with established policies.
This agree		n written notice by either party without cause.
		The state of Pilling Agency
	•	Signature, Authorized Agent of Billing Agency
		Date:
		Contact Name:
Signature, Department	Representative of the for Medicaid Services	Telephone No.:
•		Software Vendor and/or Billing Agency:
		Media:

Transmittal #10

CABINET FOR HUMAN RESOURCES DEPARTMENT FOR MEDICALD SERVICES KENIUCKY MEDICAL ASSISTANCE PROGRAM

Provider Agreement Electronic Media Addendum

day and entered into as of the day
This addendum to the Provider Agreement is made and entered into as of theday
of, 19, by and between the Commonwealth of Kentucky, Cabinet for
Human Resources, Department for Medicaid Services, hereinafter referred to as the
Cabinet, and
hereinafter referred to as the Provider.
WITNESSETH, THAT:
Whereas, the Cabinet for Human Resources, Department for Medicaid Services, in the exercise of its lawful duties in relation to the administration of the Kentucky Medical Assistance Program (Title XIX) is required by applicable federal and state regulations and policies to enter into Provider Agreements; and
Whereas, the above-named Provider participates in the Kentucky Medical Assistance
Program (KMAP) as a
(Tare Marshart)
(Type of Provider and/or Level of Care)
Now, therefore, it is hereby and herewith mutually agreed by and between the parties hereto as follows:
1. The Provider:
A. Desires to submit claims for services provided to recipients of the Kentucky Medical Assistance Program (Title XIX) via electronic media rather than via paper forms prescribed by the KMAP.
B. Agrees to assume responsibility for all electronic media claims, whether submitted directly or by an agent.
C. Acknowledges that the Provider's signature on this Agreement Addendum

"This is to certify that the transmitted information is true, accurate, and complete and that any subsequent transactions which alter the information contained therein will be reported to the KMAP. I understand that payment and satisfaction of these claims will be from Federal and State funds and that any false claims, statements, or documents or concealment of a material fact, may be prosecuted under applicable Federal and State Law."

constitutes compliance with the following certification required of

each individual claim transmittal by electronic media:

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- D. Agrees to use EMC submittal procedures and record layouts as defined by the Cabinet.
- E. Agrees to refund any payments which result from claims being paid inappropriately or inaccurately.
- F. Acknowledges that upon acceptance of this Agreement Addendum by the Cabinet, said Addendum becomes part of the previously executed Provider Agreement. All provisions of the Provider Agreement remain in force.
- G. Agrees to refund to the State the processing fee incurred for processing any electronic media billing submitted with an error rate of 25% or greater.

2. The Cabinet:

- A. Agrees to accept electronic media claims for services performed by this provider and to reimburse the provider in accordance with established policies.
- B. Agrees to assign to the provider or its agent a code to enable the media to be processed.
- C. Reserves the right of billing the provider the processing fee incurred by the Cabinet for all claims submitted by any electronic media billing that are found to have a 25% or greater error rate.

Either party shall have the right to terminate this Addendum upon written notice without cause.

PROVIDER	CABINET FOR HUMAN RESOURCES Department for Medicaid Services
BY:Signature of Provider	BY: Signature of Authorized Official or Designee
Contact Name:	Name:
Title:	Title:
Date:	Date:
Telephone No.:	
Software Vendor and/or Billing Agency:	
Media:	

Transmittal #10

Instructions for Completion of MAP-246 and MAP-380

Complete the MAP-380 and MAP-246 only of you plan to file your Kentucky Medicaid claims electronically. The MAP-380 must be completed and signed by the provider, following these instructions.

- Name and address of provider, as it appears in Kentucky Medicaid files.
- Provider type, e.g., physician, dentist, etc.
- Provider number (leave blank if submitting with your application).
- Provider must sign form. Complete contact name, title, date, and telephone number as appropriate.
- 5. Circle software vendor (if you're doing your own billing) or billing agency and fill in name, as appropriate.
- 6. Media must be magnetic tape, 3.5 inch diskette, 5.25 inch diskette, Asynchronous PC modem, Synchronous 3780 mainframe, or Point of Service.

If you contract with a third-party billing agency, complete the MAP-380 and send it, along with a blank MAP-246, to the billing agency. A representative of the billing agency will complete the MAP-26 and send both the MAP-380 and the MAP-246 to:

Provider Enrollment
Department for Medicaid Services
3rd Floor East
275 East Main Street
Frankfort, KY 40621

If you have questions, please contact Provider Enrollment at (502) 564-3476.

ALTERNATIVE INTERMEDIATE SERVICES FOR THE MENTALLY RETARDED STATEMENT OF SERVICES TO BE PROVIDED

	STATEMENT OF SELECTION
AGENCY NAME	
ADDRESS:	
TELEPHONE N	0: ()
I/WE OF THE	: AGENCY
/-b1/ 311	vide the following services: that apply and indicate the specific services you will be in items 2, 3, and 7)
1	Case Management Services
2	Residential Services
3	Day Habilitation Services
4	In-Home Training Services
5	Homemaker/Home Health Aide Services
6	Personal Care Services
7	Respite Services
8	Habilitation Services
I/We undenumber, I	rstand that in order to obtain a Kentucky Medicaid provider (We must be so certified by the Division of Licensing and not not to provide each service checked in the blanks above.
<u> </u>	e of Executive Director:
Signature	of Executive Director:
Date:	

Transmittal #10

AIS/MR CLIENT PLACEMENT FORM

Case Management Provider Name _	
Provider #	AIS/MR Effective Date
Client Identification:	In-Home Services:
1. Name 2. SSN 3. Medicaid # 4. Date of Birth 5. Legal Status 6. Responsible Party	Phone: ()
Core Placement:	Residential Placement:
7. Date: 8. Core Location:	11. Date: 12. Name of Residential Contractor: Address: Phone: ()
	Discharge Date
14. Termination Date:	Reason:
15. Submitted by/Title:	

Instructions for Completing Client Placement Form

(Please print or type the information)

Enter the information in the top section as follows:

- -Case Management Provider Name
- -Case Management Provider Number
- -AIS/MR Effective Date This is the date the client actually began receiving AIS/MR services.

Client Identification:

- Enter client's name: last name, first name, middle initial.
- Enter Social Security Number.
- Enter Medicaid Number.
- Enter client's date of birth: month/day/year.
- Enter client's legal status.
- Enter client's responsible party.

Core Placement:

- Enter the date the client entered the core residence. 7.
- Enter the address of the core location.

In-Home Services:

- Enter the date the client began receiving in-home services.
- 10. Enter the client's home address and telephone number

Residential Placement:

- Enter the date the client was placed in a residential placement.
- 12. Enter the name, address, and telephone number of the residential placement provider.

Complete the remainder of form as indicated.

- Enter the name of the facility where the client was placed. Enter the admission and discharge date. Enter the reason the client was placed in the facility. Facility includes ICF/MR/DD placement and acute care hospital placement.
- Enter the date the client was terminated from the AIS/MR program. Enter the reason the client was terminated.
- The person completing the form, usually the case manager, must sign the form and enter his title.
- Enter the date the form was completed.

LONG TERM CARE FACILITY (NF or ICF/MR/DD) ALTERNATIVE INTERMEDIATE SERVICES/MENTAL RETARDATION HOME- AND COMMUNITY-BASED SERVICES KENTUCKY MEDICALD PROGRAM CERTIFICATION FORM

I.	RECIPIENT INFORMATION	
	Medicaid Recipient's Name	
	Medical Assistance Identification Number	
	Address of Recipient	
		Phone
	Responsible Party/Legal Representative	
	Address	Phone
		• • • • • • • • • • • • • • • • • • • •
II.	HOME- AND COMMUNITY-BASED WAIVER SERVICES FOR THE AGE ALTERNATIVE INTERMEDIATE WAIVER SERVICES FOR THE MENT CERTIFICATION A. HCBS (Waiver for the aged & disabled) - This is representative have been informed of the HCBS Wa for the HCBS program as an alternative to NF pla	to certify that I/legal iver. Consideration
-	is not requested $\overline{\square}$.	
	Signature	Date
	B. AIS/MR (Waiver for mentally retarded/development to certify that I/legal representative have been program. Consideration for the AIS/MR program a ICF/MR/DD placement is requested /_/; is not requested /_/;	s an alternative to
		Date
	Signature	
• • • •		
III.	RESOURCE ASSESSMENT CERTIFICATION This is to certify that I/legal representative have to ability, without cost, of resource assessments to assert provided by the Department for Social Insurance.	peen informed of the avail- sist with financial planning
	Signature	Date
	••••••	
Sio	nature and Title of Person Assisting	
	th Completion of Form	
Age	ncy/Facility	
Add	ress	

CODE OF FEDERAL REGULATIONS 483.430

Health Care Financing Administration

"Qualified mental retardation professional" means a person who has at least 1 year of experience working with persons with mental retardation or other developmental disabilities and is one of the following:

- 1. A licensed doctor of medicine or osteopathy.
- 2. A registered nurse.
- 3. An individual who holds at least a bachelor's degree in a professional category specified in paragraph (b) (5) which designates professional program staff, including an occupational therapist who is
 - (i) eligible for certification as an occupational therapist by the American Occupational Therapy Association, or a comparable body; or
 - (ii) an occupational therapy aide who is eligible for certification as an occupational therapy assistant by the American Occupational Association or a comparable body; or
 - (iii) a physical therapy aide who is eligible as a physical therapist by the American Physical Therapy Association or a comparable body; or
 - (iv) a physical therapy aide who is eligible for registration by the American Physical Therapy Association or is a graduate of a two year college-level program approved by the American Physical Therapy Association or another comparable body; or
 - (v) a psychologist who has at least a master's degree in psychology from an accredited school; or
 - (vi) a social worker who holds a graduate degree from a school of social work accredited or approved by the Council on Social Work Education or another comparable body or a Bachelor of Social Work degree from a college or university accredited or approved by the Council on Social Work Education or another comparable body; or
 - (vii) a speech-language pathologist or audiologist who is eligible for a Certificate of Clinical Competence in Speech-Language Pathology or Audiology granted by the American Speech-Language-Hearing Association or another comparable body, or meets the educational requirements for certification and be in the process of accumulating the supervised experience required for certification; or

- (viii) a professional recreation staff member who has a bachelor's degree in recreation or in a specialty area such as art, dance, music, or physical education; or
- (ix) a professional dietitian who is eligible for registration by the American Dietetics Association; or
- (x) a human services professional who has at least a bachelor's degree in a human services field (including, but not limited to: sociology, special education, rehabilitation counseling, and psychology).

INCIDENT REPORT

Region	Date of Incident:
Name of client:	M.A.I.D.#:
	Time of incident:
Signature of staff making report:	Signature of supervisor:
Department/program services:	
Agency:	
Type of incident (check one or more)	,
Medical .	Social/Legal
Injury of client Injury of staff Contagious disease Medical emergency room or hospitalization Medication problems Seizure .	Legal problem (client victim) police involvement Client suspected offender Client missing Severe behavior problem Property damage Suspected or known neglect or abuse Abuse by family
OTHER	And Angle of the Control of the Cont
Execessive absenteeism Unauthorized client move Possible violation of client rights Other	Notified of incident (please check) Parent Legal Representative Protective Services
Describe Incident: (what happened, how, w why)	here, how was situation handled, who was involved
,	•
	7
Has this particular or similar incident occu	ured before? YES NO
If yes, give date. If incident involved personal injury to client	t or other, complete the following:
Name of Person:	

	APPENDIX IX Name and address of physician and/or hospital: Treatment given:
	Follow-up needed: Describe action taken results, disposition:
Use red lak to mark en figures any bruisez. cuts scratches, marks, etc., as some as discovered. Investigation Report:	
Signature and Position Title:	
Reviewed by cluster manager:	Date:
Reviewed by MR/DD Director:	Date:
Describe follow-up plan or recommendation:	

Complete and mail the form to: Director, Division of Mental Retardation, Department for Mental Health/Mental Retardation Services, 275 East Main Street, Frankfort, Kentucky 40621.

Involuntary Termination Report

Region:	Date:
Client Name:	
Medicaid #	Date AIS/MR services began:
	•
	b
	·
People involved in considering termination	one
-	
·	

Believing that every individual is entitled to the least restrictive living arrangements possible, we have been impressed with the concepts and goals set forth by AIS/MR Program. By giving our clients the opportunity to participate in a program which provides the most appropriate living situation possible, with specific support services enlisted in advance to meet the needs of every individual, we realize that our task will be made easier and life will be more meaningful for our clients.

Guardianship staff recognize that clients participating in AIS/MR receive individualized attention and therefore assume that it is not necessary to provide the same level of support services that are provided to other wards. However, it is important that AIS/MR staff realize that our legal status and responsibilities do not change when a client becomes an AIS/MR project participant. Even though the Program Coordinator, Center Directors, Core Staff, and ALU Providers all play a most important role in the lives of our clients, the Guardianship Agent continues to have ultimate responsibility in ensuring the health and well-being of the individual for who the Cabinet serves as legal guardian.

If the Guardianship Agent is to fulfill the duties designated by law, an effective system of communication must be established and maintained between the Agent and the care provider. We expect the care provider to assume the following responsibilities:

 Provision of appropriated care, supervision, and appropriate support services.

.

- 2. To notify the Guardianship Agent of significant health care needs or changes in the physical or mental condition of the client. Through a phone call, notify the guardian of significant changes (for better or worse) in the health condition of the client. Follow-up with a written statement. Routine health care does not require reporting unless provided at a facility that requires a signature for treatment.
- 3. To contact the Agent to <u>secure prior permission</u> for medical treatment or services as needed. Permission to sign for medical release can be given to a program staff person. This should be arranged on a client by client basis. Notice of treatment, whether emergency or just variance from routine, is still required. The Permission for Emergency and Limited Medical Treatment Form is attached.
- 4. Maintain financial and other pertinent records.
- To communicate to the Agent any special needs of the client such as clothing, personal items, recreational or medical supplies.

6. To inform the Agent prior to any change in client status, such as living arrangements, level of care, or change of address. All decisions pertaining to changes in the living situation of the client will be made by the Guardianship Agent, except in an emergency situation where relocation is necessary to preserve the health and well-being of the client and notification of the Agent is not possible. In such event notice will be given to the Agent as soon as possible.

The Guardianship Financial Agent is responsible for the management of the client's financial benefits. Their responsibility includes the disbursement of payment to the Comprehensive Care Center, the paying of bill incurred by the client, the investment of the client's excess funds, and establishing burial accounts. One of their most important responsibilities is maintaining the client's eligibility for benefits. For this reason, the Agent must maintain strict control over financial matters, and have access to all information pertaining to client status (living arrangements, level of care, admission and discharges from hospitals) which has an affect on such eligibility.

A portion of wages earned by SSI recipients is considered in determining SSI eligibility. Because AIS/MR participants and involved in work programs and receive wages, their eligibility for SSI can be affected. Therefore, wages must be reported and a form is attached to simplify this process. This form must arrive in the Fiduciary Office by the 10th of each month and should report wages earned the previous month. No matter how small the wages, even no wages for that month, must be reported. Failure to report may lead to a requirement that all wages be forwarded to the Fiduciary Office and the participant would not benefit from the experience of receiving their own check. Continued failure to report, or to submit the check if that were required, can lead to loss of SSI and Medicaid eligibility, in turn loss of monthly expense payment to your agency. This report is extremely important and timely submittal of the form is expected.

In addition to monthly wages, clients personal funds have a significant bearing on hi/her eligibility for benefit programs. It is possible that the total of personal funds held on behalf of the AIS/MR participant by the Comprehensive Care Center and the client's funds held by Guardianship could exceed the maximum income limits for SSI or Medicaid benefits. Medicaid and SSI have strict eligibility requirements. Clients who exceed the income requirements are terminated immediately from the benefit program. If the client is found to be ineligible after benefits are paid, the entitlement agency may demand a refund beginning from the date of ineligibility. Thus, it is of utmost importance that the Guardianship office maintain a strict accountability over the client's funds. Therefore, the monthly wage reporting form has been modified to include a space for reporting the personal funds. We do request that the client's

account held by the center not exceed \$200.00. Any funds in excess of \$200.00 should be refunded to the Guardianship office. We also ask that no insurance policies, savings accounts, or other liquid assets be established by anyone other than the Guardianship Agent.

COURT REPORT

The guardian is also mandated by law to file an annual report with the court stating the client's current mental, physical, and social condition, the address of every residence of the client during the reporting period (one year), length of stay at each residence, a summary of the medical, social, educational, vocational, and other professional services received by the client, the outline of the guardian's visits and activities on behalf of the client as often as guardian's visits and activities on behalf of the court annually.

The responsibility to work closely with the state Guardianship staff only applies to clients who the state has been assigned as Agent. There are persons who have been declared disabled for whom the family or other party has been assigned Agent. Those guardians have the same responsibilities and similar arrangements should be made with

EMERGENCY MEDICAL PROCEDURE AND PERMISSION FORM

	I hereby grant permission for to receive emergency treatment with the following exceptions:
	Admisssion to acute care medical facility Psychiatric admission Surgery.
	In the event requires admission to an acute care facility, medical or psychiatric, permission from the guardianship agent and/or field worker must be secured. If neither the agent or field worker is available for consent, emergency treatment necessary to maintain the health of is granted and notification of such treatment must be reported within 12 hours to the agent/ field worker. These requirements are in accordance with the statutes of KRS 387.660 Paragraph 3.
	Routine medical and dental care and administration of medications and therapies as prescribed by the physician are pre-authorized by the agent on behalf of
-	Helen Cleavinger PHONE# (work) 502-564-2474 (home) 502-425-8320
	PHONE# (work) (home)

Jan 2, 1992

Shland & Cleadings

Appendix XI

CONSENT TO TREATMENT

I, Helen K. Cleavinger, Agent, Cabillet for Industry hereby give my consent for the following treatment to be provided to, ward:	
1. General medical and dental treatment as outlined on the Emergency Medical Procedure and Treatment Form (rev.1/92) excluding however the administration of psychotropic medications. If continued or repeated dosages of psychotropic medications are deemed beneficial to the ward, the physician should contact me directly for specific approval of such medications.	
2. Participation in Daily Habilitation programming, Planned Recreational Activities, Ancillary Services, Case Management and Respite Care.	
3. Placement in an Alternate Living Unit (ALU), provided, however, that the Guardianship Agent has had adequate opportunity to review, inspect and approve the ALU BEFORE placement. For purposes of this section, fourteen (14) days notice shall be deemed an adequate opportunity.	
4. the following additional services:	
On behalf of the ward, I request that you notify the Guardianship Agent or Field Worker of all changes in the ward's status including change in' living arrangements, level of care, change of address, medical status, or behavior status. Please contact me at (work) telephone number (502) 564-2474 or (home) telephone number (502) 425-8320. The guardianship Field Worker assigned to you is and home is and home is Please be advised that in order to maintain the ward's eligibility for please be advised that in order to maintain the ward's eligibility for please be advised that in order to maintain the ward's eligibility for please be advised that in order to maintain the ward's eligibility for please be advised that in order to maintain the ward's eligibility for please be advised that in order to maintain the ward's eligibility for please be advised that in order to maintain the ward's eligibility for please be advised that in order to maintain the ward's eligibility for please the submitted by a monthly wage and personal funds report must be submitted by	

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Regio	xn:	Reporting Month:	
	Earned:		er:
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Wages	Earned:		Work	Statio	n:	P	ersonal	Funds:		

Mail To:

Figuriary Supervisor 1st Floor East CHP Building 275 East Main Street Frankfort, Kentucky 40621

THE INDIVIDUAL HABILITATION PLAN (IHP)

APPENDIX XII

General instructions:

This document is intended to be a working individual plan. It should be kept current so that it accurately reflects any modifications made. The plan should be done annually with at least sixmonth reviews. Specific objectives, however, may be reviewed and revised at other intervals. This packet is also put together in the order in which decisions should be made so that there is a smooth, logical flow from one section to the next.

Additional information is required by the various funding sources. There may be an additional page needed for various funding agents (e.g., DCP, AIS/MR, DDPC, etc.). The instructions include specific requirements for the various funding sources.

The individual and the family/guardian, if appropriate, should receive a copy of the Plan. For DCP, this <u>must</u> happen.

For services funded by the Developmental Disabilities Planning Council (e.g., Special Services and Equipment), the following IHP pages need to be submitted along with the DD Certification:

Pgs. 1, 2, 7, 8.

For services funded by the Disabled Children's Program, the following documents need to be submitted with the IHP:

D-63 - SSI DCP Service Provider Form

D-98 - Agreement to Participate in SSI / DCP and Authorization for Release of Information Social History

When indicated the following forms must also be submitted:

D-142 - DCP Adaptive Equipment Inventory/Transfer Form

D-61 - DCP Parent Contract for Adaptive Equipment

D-145 - SSI/DCP Justification/Recommendation for Adaptive Equipment, Educational

Material, Medical Equipment/Supplies

The IHP must be done annually

For AIS / MR services, the Cost Worksheet must also be submitted.

Human Rights Committee: An agency's Human Rights Committee is a duly constituted body of individuals whose purpose is to ensure that an individual's rights are protected and supported. Its role is to review at least annually those restrictive procedures which may be practiced by the agency, either in the form of behavioral interventions, or basic rights (legal, civil, human) restrictions. Committee membership should include consumers, their representatives, and others not affiliated with the agency. The committee should ensure that informed consent has been secured for any restrictions.

Service Objectives: Service objectives are short-range or ongoing outcomes that describe the individual's movement or status change as an outcome of support services. Such objectives cannot be achieved as a result of learning or training and may include:

- 1. outcomes related to enhancing community integration or developing and maintaining social relationships, or
- 2. outcomes dependent on staff, such as provision of adaptive or mobility orthotic or prosthetic equipment, use of mechanical supports for body position/balance, modified diets, weight control, seizure disorders, obtaining specialized assessments, obtaining job opportunities in community businesses, or securing the environmental changes and social supports necessary to promote the successful functioning of the individual in the community.

Strengths and Needs: Strengths and needs are usually determined through the assessment process. Strengths are based on the personal resources of the individual or family. Developmental strengths and needs should be "specific" - use terms that are observable and as measurable as possible and that describe what an individual can and cannot do. Do not use non-specific terms such as "good - skills", "poor ---- ability" or age/grade levels.

Non-developmental needs may also be specified in the listing. These are usually services the individual/family needs that are provided by someone else. These usually will then result in a service objective. Example: prevention of further contractures, adequate housing space, pureed diet of 1500 calories.

INDIVIDUAL HABILITATION PLAN APPENDIX XII

1 Name		2 Date of Plan						
			4 Date of Birth	5	In-Home			
6 Case Manager			Residential					
7 Client Address(Curre								
		County		Regio	n			
8 Parent's Name & Ad	dress			Cluste	<u> </u>			
or arem strome a ra		•		Provid	der#			
		phone						
Legal Status	Address		Date of Admission Date of Admission	n to Syste n to AIS/N	n 1R			
cegui Nep. 3100me u		12	Date of Annual IH POC Effective Dat	IP				
		13	POC Effective Date	<u> </u>				
	14 DSM	III -R Diagnose	es & Codes					
Axis I				· 				
Axis III								
Axis IV								
Axis V								
	15 Services / locati	on / provider			Frequency/Duratio			
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	•							
								
								
		<u> </u>						
5	Current Medications			Al	lergies			
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7 Signature denotes presence):	18	19	2 0
Signature of Those Present	Identified Team Members	Title/Relationship	Agency
	·	Client	•
		Case Mgr.	
		, , , , , , , , , , , , , , , , , , , ,	
			<u> </u>

²¹ Required signatures for persons who did not attend the team meeting:

23 2 2 Needs Strengths 24 Positive reinforcers

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Name	ID#	Date	
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living, working, and training	ENT ENVIRONMENT: Do the social and phy agenvironments provide more supervision and individual like those with whom he/she lives? Do physical adaptations need to be made to ater independence?	or works? Are the	
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	·		
- PRESENCES OF INDIV	/IDUAL/FAMILY FOR SERVICE DELIVERY		
	NONDITALL		
			* ·
2 8 PLAN FOR ACHIEVING	ENVIRONMENTAL CHANGE:		

APPENDIX XII

GUARDIANSHIP / ADVOCACY: Indicate whether individual wants or needs: Guardianship: ()Yes ()No Advocate: ()Yes ()No If the answer is "yes" to either of the above, provide specific information as to wants o the individual and develop a service objective. If there is any difference of opinion bet members (including individual and family) explain. CITIZENSHIP / SELF ADVOCACY: Does individual want or need training in the rights and responsibilities of citizenship? If yes, incorporate the plan into behavioral / service objectives. If no, why not? Does the individual want or need training in self advocacy? If yes, incorporate in a behavioral / service objective. If no, why not?	Name		ID#	Date
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APPENDIX XII

Name	ID#	Date
RIGHTS RESTRICTION: (includes pur freedom of movement, access to telephocigarettes, participation in religious activ	one/mail, access to own thic	ess to personal possessions, (oney/checking account,
Use the format below to note any rights		
Restriction & Rationale		
Action / Training to Reduce		
30 Due process procedure: Consent	F	IRC
		Date
31 Outcomes:		
3 2 Review Date:		
		
Due process procedure: Consent		HRC
		Date
Outcomes:		•
Review Date:		
Action / Training to Reduce		· <u>-</u>
Action? Training to recess		
Due process procedure: Consent	A contract of the contract of	HRC
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3 BEHAVIOR INTER	VENTION:	· :	
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USE AS MANY PAGES AS NECESŞARY TO COVER ALL GOALS AND OBJECTIVES		42 METHOD	SERVICE OBJECTIVES
 ES		PERSON / AGENCY RESPONSIBLE	Date
	TDANSMITTAL #10	REVIEW DATE	43

APPENDIX XII

Name ______1D#_____ _____Date__ 4 4 TEAM CONSENSUS

ame		ID#	Date	
SSESSMEN	IT AND EVALUATION INFORMA	TION	APPENDIX	XII
SSESSMENT	CHECKLIST (Optional):	4.5 COMMENTS: RECOMMENDATIONS/ LOCATION / ASSESSOR	DATE OF ASSESSMENT	DATE OF NEXT ASSESSM
HEALTH CARE ASSM.	Physical/Medical Examination Current Medical Status Dental Examination and Evaluation Auditory Screening Visual Screening Nutritional Other			
SOCIAL S	Social Evaluation Date Financial Information Legal Info. and Guardianship Status Other			
PSYCH ASSM.	Standardized Test of Intell. Fcng. Fcn. Analysis of Maladaptive Behaviors Other			
EDUC/ VOC. ASSM.	Educational Vocational Other			
SPEECH & LANG. ASSM.	Expressive Speech & Lang. Receptive Speech & Lang. Other			
DEVELOP- MENTAL ASSM.	Adaptive Behavior Evaluation or Independent Living Skills Assessment Other			
ADD.	Occupational Therapy Physical Therapy			

DMR-001 dates

ASSM.

Recreational Therapy

Music Therapy

Other __ Other __ Other __

COST WORKSHEET

Recipient's Name			Date of IHP of Addendum	
Medicaid #		Date	Of Addendum	
WAIVER SERVICES	UNITS PER WEEK	COST PER UNIT		TOTAL COST MONTHLY
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	A	В	C	D
				<u> </u>
	·			
:				

		•		
•		COST PER	MONTH \$	

Instructions:

- 1. Complete requested information at top of page. (If not an addendum, write NA in that blank).
- 2. Identify waiver service.
 - A. Units per week of requested service
 - B. Cost per unit of service
 - C. Column A multiplied by
 - Column B
- 3. Cost per month =
 Cost of Column D
 totaled

MAP-95 (Rev. 04-88)

COMMONWEALTH OF KENTUCKY CABINET FOR HUMAN RESOURCES DEPARTMENT FOR MEDICALD SERVICES

REQUEST FOR EQUIPMENT FORM

RECIPIENT'S NAME	MAID	#	BIRTH	DATE Mo Day Yr
List Other Insurance Coverage				no bay ir
Estimated Time Needed #			p	ermanently
Specific Equipment Item Requested: as Braces, Prostheses, and Wheelcha under Code E1399 or appropriate mis	אומהסווממא דוו פירו	il. Ullerwise.	uloup pait	ftems such s together
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				<u>'</u>
			Ji g⊶u .	•
Trade Name/Model Number of Equipmen	nt Item (if applic	able)		
Manufacturer's Name				
RENTAL: If Rental is Requested, Please Spec				
Supplier of Equipment				· -
Address				
Date of Delivery if Equipment Item				
Agency Name		P1	rovider #_	
authorized Signature				

APPLICATION FOR AIS/MR/DD SERVICES

•	Name of Applicant Last	Middle	First
	Social Security Number		
	Present Address	•	
			Zip Code
	City County	y	
	Legal Rep. (if applicab	le)	
	Address		
	PhoneR	elationship to Applican	t
2.		r Name & Address, if ap	
	Name		
_	Address		A CONTRACTOR OF THE PROPERTY O
	City Count		Zip Code
	City Count	1	
Appl	lcant Signature Date	Legal Rep. (if Appl	icable) Date
			=======================================
	=======================================		
This	section to be completed h	physician.	
1.	AXID II GIGG	ental Retardation	
	De	evelopmental Disability	
2.		has demonstrat	
۷.	(Applicant Name) active treatment and we the AIS/MR/DD Program.	ould benefit from active	e treatment in
			Date
	· P	hysician Signature	Date

MAP-620 (9/95) Transmittal #10

MEDICAID PROGRAM FISCAL AGENT INFORMATION

The Kentucky Department for Medicaid Services' fiscal agent, effective December 1, 1995, shall be the Unisys Corporation. Unisys can be reached as follows:

UNISYS CORPORATION ADDRESSESS

Accident & Work Related Claims

Post Office Box 2107 Frankfort, KY 40602

Prior Authorization P.O. Box 2103

Frankfort, KY 40602

Adjustments & Claims Credits

Post Office Box 2108 Frankfort, KY 40602

Provider Relations (Inquiries)

Post Office Box 2100 Frankfort, KY 40602

Cash Refund

Post Office Box 2108 Frankfort, KY 40602

Third Party Liability Post Office Box 2107

Frankfort, KY 40602

Claims Submission

Post Office Box 2101 Frankfort, KY 40602

Electronic Claims Submission

Post Office Box 2016 Frankfort, KY 40602

Unisys Corporation Telephone Numbers:

Kentucky Out-of-State

Drug Prior Authorization: 800-807-1273 Drug Prior Authorization: 502-226-1140 Electronic Claims: 502-226-1140 Provider Relations: 800-807-1232 Provider Relations: 502-226-1140

Automated Voice Response System:

Claims Status Inquiries: 800-807-1301 KenPAC Eligibility: 800-807-1301

Third Party Liability Eligibility: 800-807-1301

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